

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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|--|---|-----------------------|
| IN RE: | § | |
| CONTRACTOR TECHNOLOGY, LTD | § | CASE NO: 05-37623 |
| Debtor(s) | § | CHAPTER 7 |
| | § | |
| CEMEX CONSTRUCTION MATERIALS | § | |
| L.P. | § | |
| Plaintiff(s) | § | |
| | § | |
| VS. | § | ADVERSARY NO. 05-3537 |
| | § | |
| CONTRACTOR TECHNOLOGY, LTD, <i>et al</i> | § | |
| Defendant(s) | § | |

MEMORANDUM OPINION

On October 5, 2005, Plaintiff filed its motion for summary judgment. No response has been filed. Accordingly, the Court must determine whether the motion for summary judgment sets forth a *prima facie* case that there are no material factual disputes and that plaintiff is entitled to judgment as a matter of law.

The facts of this case are straightforward. Plaintiff provided cement and related goods to Contractor Technology, Ltd. Contractor Technology, Ltd. had a contract with the City of Houston to provide roadwork. The Defendant issued a payment bond assuring payment of all labor and material claims on the road project. Contractor Technology, Ltd. filed bankruptcy and did not pay the Plaintiff \$68,822.50. Plaintiff has expended \$3,190.00 in attorneys fees prosecuting this cause of action and will expend an additional \$2,500.00 if this matter is appealed. Defendant is liable under its bond for all of these amounts.

The Defendant does not deny any of the facts as set forth by the Plaintiff.

There are no material facts in dispute. Plaintiff is entitled to judgment as a matter of law. A separate judgment will be issued.

SIGNED 10/31/2005.



MARVIN ISGUR
United States Bankruptcy Judge

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